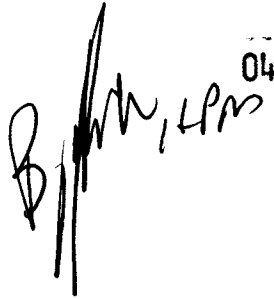


DATE: August 5, 2004
TO: Municipal Clerk
FROM: Byron E. Johnson, C.P.M.
Director of Purchasing x 4313
THRU: Aurora Wells
Interim Bid Clerk ext. 4038

04 AUG -6 AM 8:39



Please place the following item as an **ADDITION** to the **REGULAR** agenda for the Council Meeting of **AUGUST 10, 2004.**

Item should read as follows:

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A SPECIAL WARRANTY DEED CONVEYING 21,000 SQUARE FEET, MORE OR LESS, BEING LOTS 1-6 AND THE SOUTH 19 FEET OF LOT 7, BLOCK 198, CAMPBELL ADDITION, EL PASO, EL PASO COUNTY, TEXAS, AND COMMONLY REFERRED TO AS 210 S. CAMPBELL ST., EL PASO, EL PASO COUNTY, TEXAS, TO THE COUNTY OF EL PASO.

WHEREAS, the City owns a parking structure at 210 S. Campbell St., which is located within Block 198, Campbell Addition, El Paso, El Paso County, Texas, and

WHEREAS, the County desires to increase the number of parking opportunities in the vicinity of the El Paso County Courthouse in order to provide safe and convenient parking for El Paso jurors, as well as, the personnel and citizens who are required to use the El Paso County Courthouse facilities, and

WHEREAS, the City is committed to assisting the County in providing parking for the citizens of El Paso, and is willing to assist the County in its expansion and construction of parking facilities including, but not limited to, the construction of a new parking facility on the site presently occupied by the City's parking structure as long as any new construction and expansion will accommodate sufficient spaces for City vehicles and City personnel currently using the City's parking structure, and

WHEREAS, under Section 272.001 of the Texas Local Government Code, governmental entities with the power of eminent domain are excepted from the notice and bidding requirements of the Texas Local Government Code when a political subdivision of the state is selling or exchanging land, and

WHEREAS, both the City and the County have powers of eminent domain, and,

WHEREAS, pursuant to Chapter 791, Texas Government Code, the City of El Paso and the County of El Paso entered into an Interlocal Agreement on May 18, 2004, and

WHEREAS, the City and the County each find that a consolidated effort in the

construction of a new parking facility is in each party's best interest and that of the public
and that this agreement will increase the effective and efficient functioning of each party.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL
PASO:**

1. The Mayor is hereby authorized to sign, on behalf of the City, a
Special Warranty Deed conveying 21,000 square feet, more or less,
being Lots 1-6 and the South 19 feet of Lot 7, Block 198, Campbell
Addition, El Paso, El Paso County, Texas, and commonly referred to as
210 S. Campbell St., El Paso, El Paso, County, Texas, to the County of El
Paso Texas.

Contact person: Byron E. Johnson, Director of Purchasing

AGENDA FOR: **AUGUST 10, 2004**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A SPECIAL WARRANTY DEED CONVEYING 21,000 SQUARE FEET, MORE OR LESS, BEING LOTS 1-6 AND THE SOUTH 19 FEET OF LOT 7, BLOCK 198, CAMPBELL ADDITION, EL PASO, EL PASO COUNTY, TEXAS, AND COMMONLY REFERRED TO AS 210 S. CAMPBELL ST., EL PASO, EL PASO COUNTY, TEXAS, TO THE COUNTY OF EL PASO.

WHEREAS, the City owns a parking structure at 210 S. Campbell St., which is located within Block 198, Campbell Addition, El Paso, El Paso County, Texas, and

WHEREAS, the County desires to increase the number of parking opportunities in the vicinity of the El Paso County Courthouse in order to provide safe and convenient parking for El Paso jurors, as well as, the personnel and citizens who are required to use the El Paso County Courthouse facilities, and

WHEREAS, the City is committed to assisting the County in providing parking for the citizens of El Paso, and is willing to assist the County in its expansion and construction of parking facilities including, but not limited to, the construction of a new parking facility on the site presently occupied by the City's parking structure as long as any new construction and expansion will accommodate sufficient spaces for City vehicles and City personnel currently using the City's parking structure, and

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WHEREAS, pursuant to Chapter 791, Texas Government Code, the City of El Paso and the County of El Paso entered into an Interlocal Agreement on May 18, 2004, and

WHEREAS, the City and the County each find that a consolidated effort in the construction of a new parking facility is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party,

ORDINANCE NO. _____

Doc#1986

Doc Name: Ord Authorizing Sale of EPPD Parking Garage to County

Doc Author: TCUL

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF EL PASO:**

1. The Mayor is hereby authorized to sign, on behalf of the City, a Special Warranty Deed conveying 21,000 square feet, more or less, being Lots 1-6 and the South 19 feet of Lot 7, Block 198, Campbell Addition, El Paso, El Paso County, Texas, and commonly referred to as 210 S. Campbell St., El Paso, El Paso, County, Texas, to the County of El Paso Texas.

PASSED AND APPROVED this _____ day of August, 2004.

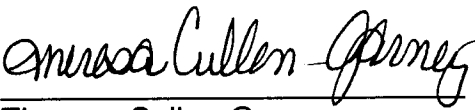
CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:

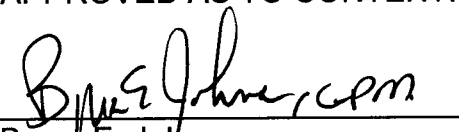
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



Byron E. Johnson
Director of Purchasing

SPECIAL WARRANTY DEED

DATE:

GRANTOR: THE CITY OF EL PASO, TEXAS
#2 Civic Center Plaza
El Paso County
El Paso, Texas 79901-1196

GRANTEE: THE COUNTY OF EL PASO, TEXAS
County Courthouse
500 E. San Antonio
El Paso, Texas 79901

CONSIDERATION: TEN DOLLARS AND OTHER VALUABLE CONSIDERATION.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

21,000 square feet, more or less, being Lots 1-6 and the South 19 feet of Lot 7, Block 198, Campbell Addition, El Paso, El Paso County, Texas, and commonly referred to as 210 S. Campbell St., El Paso, El Paso, County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE:

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
2. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities: to statutory water rights, including riparian rights;
3. Standby fees, taxes and assessments by any taxing authority for prior years, or subsequent taxes and assessments due to change in land usage or ownership;
4. Rights of parties in possession;
5. Rights of adjoining owners in yard, party rock walls and/or fences where situated on a common boundary line; and
6. Any and all restrictions, reservations, covenants, conditions, easements, and other matters, if any, relating to the Property, whether shown of record or not in the hereinabove mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, relating to the hereinabove described Property.

GRANT AND CONVEYANCE:

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S administrators, successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR'S successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance, when the claim is by, through, or under GRANTOR but not otherwise.

GRANTOR has executed and delivered this Deed, and GRANTEE by recording this Deed has accepted this Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS TO THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING. NOTWITHSTANDING THE FOREGOING, THIS CONVEYANCE REMAINS SUBJECT TO THE TERMS AND CONDITIONS OF THE "INTERLOCAL AGREEMENT FOR THE SALE OF LAND AND THE CONSTRUCTION OF A PARKING GARAGE" ENTERED INTO BETWEEN THE CITY OF EL PASO AND THE

COUNTY OF EL PASO DATED MAY 18, 2004 AND FILED OF RECORD ON JUNE 24, 2004,
AS DOCUMENT NO. _____.

When the context of this instrument requires, singular nouns and pronouns will include the plural.


GRANTOR: THE CITY OF EL PASO, TEXAS

Joe Wardy
Mayor

ATTEST:

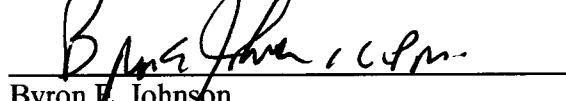
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



Byron E. Johnson
Director of Purchasing

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of August, 2004, by
JOE WARDY, as the Mayor of THE CITY OF EL PASO, TEXAS, a Texas home-ruled municipal
corporation on behalf of said corporation as GRANTOR.

Notary Public, State of Texas
Notary's name printed:

AFTER RECORDING RETURN TO:
Erich A. Morales
Assistant County Attorney
County Attorney's Office
500 E. San Antonio, Room 503
El Paso, Texas 79901

PREPARED IN THE LAW OFFICE OF:
City Attorney's Office
City of El Paso, Texas
#2 Civic Center Plaza, 9th Floor
El Paso, Texas 79901-1196